

SECOR & CO., PERINE, SECOR & CO., AND THE EXECUTORS OF ZENO SECOR.

MARCH 23, 1896.—Laid on the table and ordered to be printed.

Mr. AVERY, from the Committee on War Claims, submitted the following

ADVERSE REPORT:

[To accompany H. R. 148.]

The Committee on War Claims, to whom was referred the bill (H.R. 148) for the relief of Secor & Co., Perine, Secor & Co., and the executors of Zeno Secor, submit the following report:

The bill authorizes the Court of Claims to hear and determine and render judgment upon this claim for further compensation for the construction of the river and harbor monitors *Tecumseh*, *Mahopac*, and *Manhattan*, and the double-ender steamer *Mohongo*.

Your committee finds that the contract price for the building of the three river and harbor monitors, *Tecumseh*, *Mahopac*, and *Manhattan*, was the sum of \$1,380,000; that the contract price for the double-ender steamer *Mohongo* was \$275,000; that in addition to the contract price the claimants have been paid on account of the three river and harbor monitors the sum of \$614,312.56, being an average of \$204,770.85 for each vessel above the contract price.

A brief history of what has been done by the Navy Department, as well as by Congress, with reference to these vessels is as follows:

On the 9th of March, 1865, the Senate adopted the following resolution:

“Resolved, That the Secretary of the Navy be requested to organize a board of not less than three competent persons, whose duty it shall be to inquire into and determine how much the vessels of war and steam machinery contracted for by the Department in the years 1862 and 1863 cost the contractors over and above the contract price and allowance for extra work, and report the same to the Senate at its next session. None but those that have given satisfaction to the Department to be considered.”

Under the foregoing resolution the Secretary of the Navy organized a board of naval officers, known as the Selfridge board, which convened at the navy-yard in New York June 5, 1865, and thoroughly investigated the whole subject, concluding their examination after seven months' session, when they made report thereof to the Secretary of the Navy.

The Senate Committee on Naval Affairs of the Thirty-ninth Congress reported a bill which adopted in full the awards of the Selfridge board as a basis of relief. The Senate, after long discussion, adopted an amendment paying all contractors 12 per cent over and above their contract price. The House Committee on Claims unanimously rejected this Senate bill upon the ground that, while certain of these contractors would receive the amount claimed, and in some cases more, other contractors would receive less than the amount of their losses, and that, consequently, the Senate bill was not an equitable basis of relief.

It therefore reported a substitute for the Senate bill, and a conference committee finally agreed upon a bill which became the act of March 2, 1867, which is as follows:

[14 Stat. L., p. 424.]

AN ACT for the relief of certain contractors for the construction of vessels of war and steam machinery.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Navy is hereby authorized and directed to investigate the claims of all contractors for building vessels of war

and steam machinery for the same under contracts made after the first day of May, eighteen hundred and sixty-one, and prior to the first day of January, eighteen hundred and sixty-four, and said investigation to be made upon the following basis: He shall ascertain the additional cost which was necessarily incurred by each contractor in the completion of his work by reason of any changes or alterations in the plans and specifications required and delays in the prosecution of the work occasioned by the Government which were not provided for in the original contract; but no allowance for any advance in the price of labor or material shall be considered unless such advance occurred during the prolonged time for completing the work rendered necessary by the delay resulting from the action of the Government aforesaid, and then only when such advance could not have been avoided by the exercise of ordinary prudence and diligence on the part of the contractor, and from such additional cost, to be ascertained as aforesaid, there shall be deducted such sum as may have been paid each contractor for any reason heretofore over and above the contract price, and shall report in Congress a tabular statement of each case, which shall contain the name of the contractor, a description of the work, the contract price, the whole increased cost of the work over the contract price, and the amount of such increased cost caused by the delay and action of the Government as aforesaid, and the amount already paid the contractor over and above the contract price: *Provided*, That the Secretary of the Navy, under the resolution, shall investigate the claim of W. H. Webb for constructing the steamer Dunderberg, applying the provisions of this resolution in such investigation, except that proper consideration shall be given to the increased cost incurred by said Webb by reason of any alteration in the plans and specifications for the Dunderberg made during the progress of the work, whether such alterations were provided for in the original contract or not, when payment for the same was not embraced in the contract price.

Approved March 2, 1867.

To carry the act of March 2, 1867, into effect the Secretary of the Navy, on the 6th of July, 1867, appointed a board, consisting of three officers of the Navy, known as the Marchand board, including its chief engineer. This board made their report, which was transmitted to Congress by the Secretary of the Navy.

REPORT OF THE SELFRIDGE BOARD.

Under resolution of the Senate of March 9, 1865, a board of three officers of the Navy was appointed, whose action is embodied in the following tables submitted with their report, viz:

DECEMBER 23, 1865—10 o'clock a. m.

The board met pursuant to adjournment; all the members present.

The proceedings of yesterday were read over.

The board, after a critical examination of the bills of cost presented by the several contractors for vessels and steam machinery contracted for in the years 1862 and 1863, who have appeared and made sworn statements, has determined the excess of cost in the several cases, over and above the contract price and allowance for extra work, to be as follows:

DOUBLE-ENDERS, WOODEN HULLS.

Name of vessel.	Contractor.	Excess of cost determined by board.
Iosco	Larrabee & Allen	\$11,708.97
Agawam	G. W. Lawrence	8,610.77
Pontoosuc	do	8,610.77
Massasoit	Curtis & Tilden	4,128.29
Osceola	do	4,128.29
Chickopee	Paul Curtis	4,128.39
Mattabesett	A. & G. S. Sampson	4,015.38
Metacomet	Thomas Stack & Co.	16,351.36
Chenango	J. Simonson	16,441.81
Lenape	Ed. Lupton	18,576.52
Mendota	F. Z. Tucker	14,473.84
Mingoe	D. S. Mershon	11,500.00
Wyalusing	C. H. & W. M. Cramp	3,831.93
Eataw	J. J. Abrahams	12,576.10
Pontiac	Hillman & Streaker	5,041.22
Total	144,123.84

WOODEN DOUBLE-ENDERS—MACHINERY.

Name of vessel.	Contractor.	Excess of cost determined by board.
Iosco	Globe Works	\$29,789.00
Massasoit	do	29,788.99
Agawam	Portland Locomotive Company	40,433.73
Pontoosuc	do	40,433.73
Mattabesett	Allaire Works	25,119.07
Shamrock	do	25,119.06
Chickopee	Neptune Works	20,331.81
Tallapoosa	do	20,331.80
Ascutney	Morgan Works	25,826.34
Chenango	do	25,826.33
Otsego	Fulton Works	22,386.61
Metacomet	South Brooklyn Works	30,617.75
Mendota	do	30,617.75
Lenapee	Washington Works	29,161.24
Mingoe	Pusey, Jones & Co.	5,817.38
Wyalusing	do	5,817.37
Pontiac	Neafie & Levy	22,434.50
Mackinaw	Pooler & Hunt	44,015.84
Oseola	Atlantic Works	20,513.37
Sassacus	do	20,513.72
Peoria	Etna Works	61,752.51
Pawtuxet	Gardner & Lake	38,325.74
Total	614,974.91

IRON DOUBLE-ENDERS—HULL AND MACHINERY.

Suwanee	Reany, Son & Archbold	\$28,974.18
Wateroe	do	34,161.63
Shamokin	do	33,992.97
Muscoota	T. F. Rowland	32,460.95
Winnipeg	Harrison Loring	63,715.41
Mohongo	Zeno Secor & Co.	113,543.78
Total	356,848.92

IRONCLAD—MACHINERY.

Miantonomoh	Novelty Works	\$35,832.04
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IRON TUG-BOATS—HULL AND MACHINERY.

Pilgrim	Pusey, Jones & Co.	\$4,793.38
Triana	William Perine	52,472.81
Maria	do	43,586.98
Total	100,853.17

IRONCLAD PROPELLERS—HULL AND MACHINERY.

Milwaukee	James B. Eads	\$30,438.84
Winnebago	do	29,174.20
Total	59,613.04

IRONCLAD—HULL AND MACHINERY.

Onondaga	G. W. Quintard	\$85,203.91
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HARBOR AND RIVER MONITORS—HULL AND MACHINERY.

Name of vessel.	Contractor.	Excess of cost determined by board.
Tecumseh	Z. F. Secor.....	\$119,020.57
Mahopac	do	119,020.57
Manhattan	W. Perine, Z. F. Secor.....	119,026.57
Catawba	Alex. Swift & Co.....	114,009.94
Oneota	do	114,009.94
Manayunk	Snowden & Mason.....	71,569.42
Total	656,651.01

LIGHT-DRAFT MONITOR—HULL AND MACHINERY.

Naubuck	William Perine.....	\$36,533.44
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Camanche.—Donahue, Ryan & Secor, \$179,993.80.

In case of the *Camanche* there is an additional sum of \$96,550 now in the courts, which the contractors consider as a part of the cost of the vessel, but which the board have not embraced in their award.

All of which is respectfully submitted.

THOS. O. SELFRIDGE,
Commodore and President of Board.
MONTGOMERY FLETCHER,
Chief Engineer.
CHAS. H. ELDRIDGE,
Paymaster.

Hon. GIDEON WELLES,
Secretary of the Navy.

TESTIMONY TAKEN BY THE BOARD, AS REPORTED BY THEM, TOUCHING CERTAIN OF THESE CLAIMS.

Appeared before the board, Gustavus Ricker, resident of Cincinnati, Ohio, an authorized agent of Alexander Swift & Co. and the Niles Works, on the part of said firm and works, contractors for the harbor and river monitors *Catawba* and *Oneota*. Under oath states that the contracts for these vessels were dated by the Navy Department, respectively, September 15, 1862, and October 13, 1862, in which they were allowed six months from the date of contract to complete and deliver them to the Government; but they were not so completed and delivered until on or about the 1st of June, 1865. This delay was caused by alterations being made by order of the Department and the scarcity of labor. The excess of cost is accounted for in being obliged to raise the vessels 18 inches, extensive alterations in turrets, and increased size of boilers over stipulations of contract; that the total cost, including bill for extra work paid in full by the Government, viz, \$322,849, was \$1,470,868.88; that the contract price paid for both vessels was \$920,000; received for extra work, \$332,849; total received, \$1,242,849, leaving a balance, the excess of cost to them over and above the contract price, of \$228,019.88; that there is no charge in the bill (annexed to this record, marked No. 26) for any condemned material or faulty workmanship, and that it shows the actual cost of labor and material.

Appeared before the board Zeno Secor, one of the firm of Secor & Co., and Perine, Secor & Co., contractors for the ironclads *Mahopac*, *Tecumseh*, and *Manhattan*; and also appeared James F. Secor, employee of said firms. Under oath they state that the contracts for these vessels were dated by the Navy Department September 1, 1862, in which they were allowed six months, or until March 1, 1863, to complete and deliver them to the Government, but the *Tecumseh* was not so completed and delivered until March 28, 1864; the *Manhattan* until May 23, 1864, and the *Mahopac* until August 20, 1864. The cause of this delay was owing to alterations and additions to original specifications required by the Department; that the total cost of hull and machinery, including bills of extra work, was \$2,270,447.63; received from the Department on contract price, \$1,371,836.55; reserved by Government on contract, for patent fees, \$8,163.45; received for extra work, \$516,218.41; total amount received, \$1,888,054.96, leaving a balance, excess of cost to them over and above contract price,

of \$382,392.67; that the excess of cost over and above contract price is mainly due to alterations and additions made and the rise in price of material and labor; that there is no charge in the bills annexed to this record, marked No. 33, for any condemned material or faulty workmanship, and that it shows the actual cost of labor and material.

LETTER OF THE SECRETARY OF THE NAVY OF DECEMBER 4, 1867, COMMUNICATING REPORT OF THE BOARD APPOINTED JULY 6, 1867, TO "EXAMINE THE CLAIMS OF CERTAIN CONTRACTORS FOR THE CONSTRUCTION OF VESSELS OF WAR AND STEAM MACHINERY," UNDER ACT OF CONGRESS APPROVED MARCH 2, 1867.

NAVY DEPARTMENT, *December 4, 1867.*

SIR: An act of Congress approved on the 2d of March last directs the Secretary of the Navy "to investigate the claims of all contractors for building vessels of war and steam machinery for the same, under contracts made after the 1st day of May, 1861, and prior to the 1st day of January, 1864," and to "report to Congress a tabular statement of each case, which shall contain the name of the contractor, a description of the work, the contract price, the whole increased cost of the work over the contract price, and the amount of such increased cost caused by the delay and action of the Government aforesaid, and the amount already paid the contractor over and above the contract price."

To comply with the requirements of this act, it became necessary to convene a board of officers for the examination of the several claims presented. Commodore J. B. Marchand, Chief Engineer J. W. King, and Paymaster Edward Foster were assigned to this duty, and their report is herewith transmitted.

I have the honor to be, very respectfully,

GIDEON WELLES,
Secretary of the Navy.

Hon. BENJ. F. WADE,
President of the Senate pro tempore.

REPORT OF THE MARCHAND BOARD.

NAVY DEPARTMENT, *November 26, 1867.*

SIR: We have the honor to report that, in obedience to your order of July 6, 1867, we have carefully scrutinized each of the claims presented under the act of Congress approved March 2, 1867, "to investigate the claims of certain contractors for building vessels of war and steam machinery," and respectfully beg leave to inclose herewith the tabular statement called for by said act of Congress.

Messrs. Harlan & Hollingsworth, of Wilmington, Del., did not present a statement of their claim for delays occasioned by the Government while constructing the harbor and river monitor *Saugus* and light-draft monitor *Napa*; but in a letter to you, under date of October 12, they claim to be entitled to the same sum for the *Saugus* that the board may award to the *Tecumseh*, and also to the same sum in case of the *Napa* that may be awarded to the *Casco*.

After examination, the board finds that Messrs. Harlan & Hollingsworth are entitled for the *Saugus* to the same sum that was awarded to Mr. Harrison Loring in case of the *Canonicus*, viz, \$38,513, but do not find anything due in case of the *Napa*.

We have the honor, sir, to be, very respectfully, your obedient servants,

J. B. MARCHAND,
Commodore and President.

J. W. KING,
Chief Engineer and Member.

EDWARD FOSTER,
Paymaster and Member.

Hon. GIDEON WELLES,
Secretary of the Treasury.

H. Rep. 4—13

Tabular statement showing the result of the action of the board appointed July 6, 1867, by the honorable Secretary of the Navy to "examine the claims of certain contractors for the construction of vessels of war and steam machinery," under act of Congress approved March 2, 1867.

Name of contractor.	Description of work.	Contract price.	Whole increased cost of the work over the contract price, as claimed by the contractors.	Amount of such increased cost caused by the delay and action of the Government, as determined by the board to be due.	Amount already paid the contractors over and above the contract price. (Obtained from the bureaus.)
Secor & Co. and Perine, Secor & Co.	River and harbor monitors Manhattan, Tecumseh, and Mahopac	\$1,380,000.00	\$1,236,101.22	\$115,539.01	\$521,195.58
Alexander Swift & Co..	River and harbor monitors Oneota and Catwaba.	920,000.00	665,757.22	None.	322,849.08
Snowden & Mason.....	River and harbor monitor Manayunk.	460,000.00	339,025.00	None.	166,582.24
Miles Greenwood	River and harbor monitor Tippecanoe.	460,000.00	349,455.33	None.	173,327.84
Harrison Loring	River and harbor monitor Canonicus.	460,000.00	267,709.40	38,513.00	162,963.22
J. B. & W. W. Cornell ..	Turrets, etc., Miantonomoh and Tonawanda.	232,050.00	461,777.72	None.	292,657.93
Atlantic Works, Boston.	Turrets, etc., Monadnock and Agamenticus.	265,000.00	427,323.64	None.	280,322.18
Charles W. Whitney.....	Ironclad Keokuk*.....				
Snowden & Mason.....	Light-draft monitor Umpqua.	395,000.00	346,457.46	None.	166,582.24
Merrick & Sons.....	Light-draft monitor Yazoo.	395,000.00	234,676.14	None.	175,725.19
Wilcox & Whiting.....	Light-draft monitor Roka.	386,000.00	305,425.21	None.	165,638.53
Donald McKay.....	Light-draft monitor Sauset.	386,000.00	314,768.93	None.	192,110.98
William Perine.....	Light-draft monitor Naulac.	395,000.00	287,470.93	None.	127,440.00
A. & W. Denmead & Sons.	Light-draft monitor Waxsaw.	395,000.00	321,360.91	None.	198,587.32
George C. Bestor.....	Light-draft monitor Shiloh.	386,000.00	361,073.55	None.	207,311.00
Atlantic Works, Boston.	Light-draft monitor Casco.	395,000.00	234,067.73	4,852.58	132,701.57
Curtis & Tilden.....	Light-draft monitor Shawnee.	386,000.00	393,138.20	None.	196,319.70
C. W. McCord.....	Light-draft monitor Etla.	386,000.00	364,073.55	None.	207,311.00
McKay & Aldus.....	Light-draft monitor Squando.	395,000.00	337,329.46	None.	194,535.70
George W. Lawrence..	Light draft monitor Wassuc.	386,000.00	210,099.62	None.	169,815.37
Aquila Adams.....	Light-draft monitor Chimo.	395,000.00	377,243.20	4,852.58	225,445.52
Alexander Swift & Co.	Light-draft monitors Klamuth and Ruma.	780,000.00	678,446.34	None.	415,970.68
M. F. Merritt.....	Light-draft monitor Cohoes.	395,000.00	318,735.99	4,852.58	201,968.28
J. O. Underhill	Light-draft monitor Modoc.	395,000.00	214,435.72	None.	127,669.35
Tomlinson, Hartuppee & Co.	River monitors Sandusky and Marietta.	376,000.00	214,850.36	15,171.00	94,079.14
Donald McKay	Iron double-ender Ashuelot.	275,000.00	81,447.50	None.	22,415.92
T. F. Rowland.....	Iron double-ender Muscoota.	275,000.00	71,565.21	None.	21,642.83
Zeno Secor.....	Iron double-ender Mohongo.	275,000.00	84,144.13	None.	32,882.23
Harrison Loring.....	Iron double-ender Winnepec.	275,000.00	70,443.16	None.	23,132.24
Paul Curtis.....	Wooden double-ender Chicopee.	75,000.00	20,292.96	None.	5,739.85
George W. Lawrence..	Wooden double-enders Agawam and Pontoonuc.	150,000.00	50,987.95	None.	10,377.00
Larrabee & Allen	Wooden double-ender Iosco.	75,000.00	25,914.90	None.	7,268.68

*Not considered as within the province of the board.

Statement showing result of the action of the board appointed July 6, 1867, etc.—Cont'd.

Name of contractor.	Description of work.	Contract price.	Whole increased cost of the work over the contract price, as claimed by the contractors.	Amount of such increased cost caused by the delay and action of the Government as determined by the board to be due.	Amount already paid the contractors over and above the contract price. (Obtained from the bureaus.)
Edward Lupton.....	Wooden double-ender Lenapee.	\$75,000.00	\$70,493.94	None.	\$5,923.48
Daniel S. Mershon, jr..	Wooden double-ender Mingo.	75,000.00	31,583.34	None.	None.
J. J. Abrahams.....	Wooden double-ender Eutaw.	75,000.00	17,412.66	None.	200.00
Curtis & Tilden.....	Wooden double-ender Massasoit.	75,000.00	17,398.82	None.	4,918.41
Daniel S. Mershon, jr..	Wooden double-ender Cimarron.*	-----	-----	-----	-----
Thomas Stack.....	Wooden double-ender Port Royal.	100,000.00	20,758.79	None.	57.00
A. & G. T. Sampson....	Wooden double-ender Matabessett.	75,000.00	20,377.49	None.	3,723.30
Curtis & Tilden.....	Wooden double-ender Osceola.	75,000.00	16,225.63	None.	4,485.41
F. Z. Tucker.....	Wooden double-ender Mendota.	75,000.00	25,398.71	None.	4,631.53
Thomas Stack.....	Wooden double-ender Metacomet.	75,000.00	27,769.80	None.	4,081.27
S. Simonson.....	Wooden double-ender Chenango.	75,000.00	19,969.98	None.	3,528.17
Globe Works, Boston..	Steam machinery of ship Guerriere.	400,000.00	30,508.02	None.	14,149.27
William Perine.....	Iron tug Triana.....	128,000.00	47,773.22	None.	5,142.22
Do.....	Iron tug Maria.....	80,000.00	31,049.88	None.	-----
Poole & Hunt.....	Machinery of wooden double-ender Mackinaw.	82,000.00	11,844.96	\$3,694.81	943.89
J. P. Morris, Towne & Co.	Machinery of wooden double-ender Tacony.	82,000.00	27,518.57	None.	8,494.57
Total.....	-----	14,201,000.00	10,184,592.50	157,475.55	5,302,847.91

* Not considered as within the province of the board.

J. B. MARCHAND,
Commodore, and President of Board.

J. W. KING,
Chief Engineer, and Member of Board.

EDWARD FOSTER,
Paymaster, and Member of Board.

NAVY DEPARTMENT,
Washington, D. C., November 26, 1867.

[15 Stat. L., p. 353.]

JOINT RESOLUTION relative to the ironclad monitor *Camanche*.

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That there shall be, and hereby is, appropriated for the purpose of paying Donahue, Ryan, and Secor, for losses sustained by them in the construction of the monitor *Camanche*, the sum of one hundred and seventy-nine thousand dollars; and the Secretary of the Treasury is hereby directed to pay the same out of any moneys in the Treasury not otherwise appropriated.

Approved, March 30, 1867.

[15 Stat. L., p. 379.]

AN ACT for the relief of certain Government contractors.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to Secor and Company, and Perine, Secor and Company, the sum of one hundred and fifteen thousand five hundred and thirty-nine dollars and one cent; to Harrison Loring, thirty-eight thousand five hundred and thirteen dollars; to the Atlantic Iron Works, of Boston, Massachusetts, four thousand eight hundred and fifty-two dollars and fifty-eight cents; to Aquilla Adams, the sum of four thousand eight hundred and fifty-two dollars and fifty-eight cents; to M. F. Merritt, the sum of four thousand eight hundred and fifty-two dollars and fifty-eight cents; to Tomlinson, Harteeppee and Company, fifteen thousand one hundred and seventy-one dollars; to Harlan and Hollingsworth, the sum of thirty-eight thousand five hundred and thirteen dollars, and to Poole and Hunt the sum of three thousand six hundred and ninety-four dollars and eighty-one cents, being the amount found to be due to each of the parties herein respectively named by the Secretary of the Navy under an act of Congress entitled "An act for the relief of certain contractors for the construction of vessels of war and steam machinery," approved March two, eighteen hundred and sixty-seven, which shall be in full discharge of all claims against the United States on account of the vessels upon which the board made the allowance, as per their report, under the act of March two, eighteen hundred and sixty-seven.

Approved, July 13, 1868.

Under the act of Congress of March 2, 1867, a new board was organized, who, by the law, were empowered—

to ascertain the *additional cost* which was necessarily incurred by each contractor in the completion of his work by reason of any changes or alterations in the plans and specifications required, and delays in the prosecution of the work occasioned by the Government which were not provided for in the original contract; but no allowance for any advance in the price of labor or materials shall be considered, unless such advance occurred during the prolonged time for completing the work, rendered necessary by the delay resulting from the action of the Government aforesaid, and then only when such advance could not have been avoided by the exercise of ordinary prudence and diligence on the part of the contractor.

Under this act of Congress a board, consisting of J. B. Morehouse, J. N. King, and Edward Foster, was organized. These same claimants submitted their claim to this board, who found that the contract price for the construction of the three vessels was the sum \$460,000 each, or \$1,380,000; that the whole increased cost of the work over the contract price, as claimed by the contractors, was the sum of \$1,236,101.22; amount of such increased cost caused by the delay and action of the Government as determined by the board to be due, \$115,539.01; amount already paid the contractors over and above the contract price, \$521,195.58.

Afterwards, on the 6th of August, 1869, by order of the Secretary of the Navy, another board was organized, consisting of Thomas S. Boggs, Charles H. Lowry, and J. W. Easby, for the purpose of examining the claims of Messrs. Secor & Co. and Perine, Secor & Co. for charges extra to the contracts in the construction of the harbor and river monitors *Tecumseh*, *Manhattan*, and *Mahopac*.

This committee or board performed the duty assigned them and made report to the Secretary of the Navy. The Secretary of the Navy, in a letter to the Chief of Bureau of Construction and Repair under date of December, 1869, says:

The board appointed by the Department, by order dated August 6, 1869, to examine and report in writing concerning the claims of Secor & Co. and Perine, Secor & Co. for charges extra to the contracts in the construction of the harbor and river monitors *Tecumseh*, *Manhattan*, and *Mahopac*, having reported, under date of August 20, 1869, that they have examined the matter submitted and find that there is due from the Department to the said persons the sum of \$93,116.98, and recommend the payment of the same; and I having myself examined the said reports, and the bills and papers, and finding the said claims so due to be for work actually done and accepted, and finding also the previous orders of the Department that all bills of this character to the various contractors be paid alike, and that other parties have been paid bills

under like circumstances, I hereby approve the report of said board, and direct that the sums thereby reported due and recommended to be paid to the said firms, amounting in the aggregate to \$93,116.98, be paid to them respectively, in accordance with said reports, and the bills will be made out and paid accordingly.

Your committee further find that this sum of \$93,116.98 has since said report been fully paid, and this sum added to the amount found by the Morehouse board makes the said sum of \$614,312.56, the sum paid over and above the contract price.

Now, in view of all these facts, the claimants come again and ask Congress to authorize the Court of Claims to take jurisdiction of these alleged claims and ascertain whether or not some additional sum can not be had out of the Treasury. First, they get the contract price. Second, their claim for extra work, as adjusted by the officers of the Navy, is received. Third, the amount found to be due by the Morehouse board is received, and a receipt given in full discharge of all claims against the United States on account of the vessels upon which the board made the allowance as per their report under the act of March 2, 1867. The act of Congress of July 13, 1868, providing for the payment of these awards required that the receipts so given should thus be a finality. Fourth, the Boggs board, created by the Secretary of the Navy, make an additional allowance of \$93,116.98, and that has been paid. Pray when are we to have a finality? The alleged claim is barred by the statute of limitation. It has been adjusted by a board created at the instance of claimants, and the award received was receipted for in manner and form as stated. The claimants are estopped by every rule of law or equity from further asserting lawful claim. With full payment, limitations, and estoppel staring us in the face, we are asked to consent that the whole matter may be relitigated. To consent would be to trifle with public justice.

These claimants, with a full knowledge of their rights, not only declined to sue the United States when they had a right to do so, but they actually settled all disputed matters with the proper officers and gave a receipt in full to the United States of all the claims which they now seek to recover.

Congress should be just, but it has no right to surrender the rights of the United States, violate the limitation laws made for the protection of the people and to secure the ends of justice, and tax the whole public to pay State claims, the payment of which no law sanctions, and full satisfaction of which has already been acknowledged. There should be an end to all demands of this class.

Your committee therefore report adversely, and attach hereto a letter from the Acting Secretary of the Treasury transmitting a letter from the Auditor for the Navy Department, with three inclosures from the Navy Department, and ask that it be printed as an appendix of this report.

APPENDIX.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
Washington, D. C., March 12, 1896.

SIR: I have the honor to inclose herewith a letter of the Auditor for Navy Department, dated the 10th instant, in which may be found the amounts paid the contractors over and above the contract price for building the monitors *Tecumseh*, *Mahopac*, *Manhattan*, and the steamer *Mohongo*.

This information is furnished in response to your request of the 24th instant. The report of the committee of the Fifty-third Congress is herewith returned.

Respectfully, yours,

S. WIKE, Acting Secretary.

HON. THADDEUS M. MAHON,

Chairman Committee on War Claims, House of Representatives.

TREASURY DEPARTMENT,
OFFICE OF AUDITOR FOR THE NAVY DEPARTMENT,
Washington, D. C., March 10, 1896.

SIR: As directed by your indorsement of the 27th ultimo to furnish certain information for use of the Committee on War Claims, House of Representatives, I have the honor to submit the following report:

The amount of compensation paid for constructing the vessels named in the letter of the Secretary of the Navy, for extra work, as appears from the vouchers on file in this office, is as follows:

MANHATTAN.

Voucher.	Date.	Amount.	Voucher.	Date.	Amount.
2658	Aug. 23, 1864	\$1,600.59	2565	Jan. 9, 1863	\$11,010.68
2659	do	5,358.78	2564	Jan. 17, 1863	5,660.04
2677	Aug. 5, 1863	25,000.00	2536	May 18, 1863	18,308.08
2155	Jan. 7, 1864	20,000.00	666	Jan. 6, 1870	a 30,451.87
2173	Feb. 23, 1864	36,720.00	2349	July 11, 1863	4,437.89
3143	June 7, 1864	5,247.56			
2393	Sept. —, 1863	22,500.00	Total		194,349.38
3037	Oct. 19, 1863	8,053.89			

a Original voucher sent to Congress 1872.

The above bills are receipted by Secor & Co. in full.

MAHOPAC.

Voucher.	Date.	Amount.	Voucher.	Date.	Amount.
2536	May 18, 1863	\$18,308.08	2174	Feb. 23, 1864	\$31,470.00
2564	June 17, 1863	5,660.03	2653	Aug. 16, 1864	10,497.56
2565	June 19, 1863	11,010.67	2660	Aug. 22, 1864	2,144.87
2349	July —, 1863	4,437.89	2816	Nov. 21, 1864	14,757.12
2378	Aug. 5, 1863	25,000.00	667	Jan. 6, 1870	31,332.55
3037	Oct. 13, 1863	8,053.89			
2156	Jan. 7, 1864	20,000.00	Total		205,173.46
2393	Sept. 21, 1863	22,500.00			

The above vouchers are receipted by Secor & Co. in full for the amounts.

MOHONGO.

Voucher.	Date.	Amount.	Remarks.
1136	Mar. 4, 1867	a \$20,928.11	Secor & Co., original sent to Congress, 1872.
1544	Sept. 29, 1865	5,000.00	Zeno Secor.
2073	Jan. 10, 1866	5,000.00	Do.
Total		30,928.11	

a The following appears on voucher 1136 for \$20,928.11: "This is the full and final payment on all extras, and in full for all claims and demands for that work. Paid in conformity with the report of a board of officers, Commodore Kinggold, president, dated February 18, 1867, approved by the Department, on file in the Bureau," and receipted for by Zeno Secor in full for the within bill.

TECUMSEH.

Voucher.	Date.	Amount.	Voucher.	Date.	Amount.
2536	May 18, 1863	\$18,308.08	2177	Feb. 24, 1864	\$41,967.56
2564	June 17, 1863	5,660.04	2161	Aug. 23, 1864	5,185.88
2565	June 19, 1863	11,010.67	2662	do	7,187.78
2349	July 11, 1863	4,437.90	2664	do	1,968.33
2377	Aug. 5, 1863	25,000.00	667	Jan. 6, 1870	31,332.56
3037	Oct. 19, 1863	8,053.89			
2156	Jan. 7, 1864	20,000.00	Total		202,612.69
2393	Sept. 21, 1863	22,500.00			

All of the above-mentioned vouchers are receipted by Secor & Co. in full for the above.

Manhattan	\$194,349.38
Mahopac.....	205,173.46
Mohongo	30,928.11
Tecumseh	202,612.69
Total.....	633,063.64

There are no records of the payment made to the parties named in the act of July 13, 1868, on file in this office, but the money was disbursed upon settlement made by the Auditor for the Treasury Department (at that time First Auditor) under that act.

The papers are herewith returned.

Very respectfully,

WM. H. PUGH, *Auditor.*

The SECRETARY OF THE TREASURY.

[Second indorsement.]

DEPARTMENT OF THE NAVY,
BUREAU OF CONSTRUCTION AND REPAIR,
February 21, 1896.

Respectfully returned to the Department, inclosing herewith a statement believed to furnish the information desired in the within letter (inclosure 2); also copy of a statement from the Bureau which may be of value, dated April 25, 1882 (inclosure 3).

The Bureau is verbally informed by the Bureau of Steam Engineering that it has nothing on file in relation to this matter.

Report No. 1821, House of Representatives (inclosure 1), returned herewith.

DARIUS A. GREEN,
Acting Chief of Bureau.

Statement of amounts paid to Secor & Co., Perine, Secor & Co., and Z. Secor in addition to the contract price, so far as the same appear by the bills stated on the books of the Bureau, on the following vessels.

BUREAU OF CONSTRUCTION AND REPAIR,
February 21, 1896.

TECUMSEH.

[See Book 10, p. 255.]

Date.	Contractor.	Nature of work.	Amount.
1863.			
May 13	Secor & Co.....	Additional work.....	\$18,308.08
June 17	Secor & Co. and Perine, Secor & Co.....	do	5,660.04
June 17	do	do	11,010.67
July 7	do	do	4,437.90
Aug. 3	Secor & Co.....	do	25,000.00
Oct. 13	do	do	8,053.89
Dec. 28	do	Extra work.....	20,000.00
Sept. 18	Secor & Co. and Perine, Secor & Co.....	do	22,500.00
1864.			
Feb. 18	Secor & Co.....	do	41,967.56
Apr. 21	do	Gun carriages, etc.....	3,221.25
May 2	do	Turret pinions.....	521.95
May 14	Zeno Secor.....	Blocks and chain, hoisting shot.....	50.00
May 27	Secor & Co.....	Work for gun carriages.....	856.66
July 11	do	Extra work.....	5,185.88
July 11	do	do	7,187.78
Aug. 10	do	do	1,968.33
			175,929.99
	Paid January 1, 1870: Amount reported by Boggs board and ordered paid by the Secretary of the Navy Dec. 31, 1869. (See bill in book, "paymaster's requisitions," etc., from Nov. 20, 1869, to Mar., 1870, to Perine, Secor & Co.)...		31,332.56
	Total		207,262.55

MAHOPAC.

[See Book 10, p. 225.]

Date.	Contractor.	Nature of work.	Amount.
1863.			
May 13	Secor & Co	Additional work	\$18,308.08
June 17	Secor & Co., and Perine, Secor & Co.	do	5,660.03
July 7	do	do	11,010.67
July 7	do	do	4,437.89
Aug. 3	Secor & Co	do	25,000.00
Oct. 13	do	do	8,053.89
Dec. 28	do	do	20,000.00
Sept. 18	Secor & Co., and Perine, Secor & Co.	Extra work	22,500.00
			114,970.56
1864.			
Feb. 18	Secor & Co	do	31,470.00
May 2	do	Turret pinions	521.95
July 2	do	Extra work	10,497.56
July 11	do	do	2,144.87
Oct. 20	do	do	14,757.92
	Paid as in Tecumseh statement, on order of the Secretary of the Navy of Dec. 31, 1869 (Jan. 1, 1870)		31,332.55
	Total		205,695.41

MANHATTAN.

[See Book 10, p. 223.]

1863.			
May 13	Secor & Co	Additional work	\$18,308.08
June 17	Secor & Co. and Perine, Secor & Co.	On armor	5,660.04
June 17	do	do	11,010.68
July 7	do	do	4,437.89
Aug. 3	Secor & Co	Additional work	25,000.00
Oct. 13	do	do	8,053.89
Dec. 28	Perine, Secor & Co	do	20,000.00
Sept. 18	Perine, Secor & Co. and Secor & Co	Extra work	22,500.00
1864.			
Feb. 18	Perine, Secor & Co	do	36,720.00
May 2	Secor & Co	Turret pinions	521.95
May 10	Perine, Secor & Co	Extra work	5,247.56
July 11	do	do	5,358.78
July 11	do	do	1,600.59
Nov. 12	Z. Secor	Steam pipe, etc	480.50
	Paid as in Tecumseh statement on order of the Secretary of the Navy of December 31, 1869 (January 1, 1870).		30,451.87
	Total		195,351.82

The records of the Bureau do not seem to show the payment of the \$115,539.01 appropriated by act of July 13, 1868 (see statement of report to the Secretary of the Navy April 25, 1882, construction and repair press copy book, "Secretary" No. 5), as reported by the Marchand board, nor what the amount of the allotment to each of the three above-named vessels was. The payment was probably made by the Treasury Department without reference to this Department.

MOHONGO.

[See Book 10, p. 125.]

Date.	Contractor.	Nature of work.	Amount.
1865.			
Sept. 21	Z. Secor	Alterations	\$5,000.00
Dec. 28	do	do	5,000.00
1867.			
Feb. 25	Z. Secor (as per report of Ringgold board), for extra work; balance due in full.	do	20,928.11
	Total		30,928.11

Extract from report to the Secretary of the Navy, April 25, 1882, relative to the Mahopac, Manhattan, Tecumseh, and Mohongo.

MAHOPAC.

Contract made by the Navy Department with Zeno and F. Secor, dated September 15, 1862, to construct an ironclad shot-proof steam floating battery of iron and wood combined, 235 feet extreme length, 46 feet extreme breadth of beam, and 12½ feet total depth from top of deck to bottom of lower vessel. The iron of turret to be full 10 inches thick, and to be in 10 thicknesses of full 1 inch each, the diameter of turret to be 21 feet in the clear. Work to be done in accordance with specifications. The battery to be completed in six months from September 15, 1862.

To be completely fitted and equipped in all respects for service and action, with the exception of guns, fuel, ordnance stores, and nautical instruments. In consideration of \$460,000, in eight payments.

The United States agreed to pay \$500 per day for each and every day that the vessel may be delivered previous to the stipulated time, and the contractor agreed to pay \$500 per day for each day's delay after the stipulated time.

MANHATTAN.

Contract with William Perine, Zeno and Francis Secor. Date, dimensions, consideration, etc., same as *Mahopac*, briefed as above.

TECUMSEH.

Contract with Zeno and Francis Secor. Date, dimensions, consideration, etc., same as *Mahopac*, briefed above.

* * * * *

MOHONGO.

Contract with Zeno Secor, dated August 8, 1863, to completely build and equip, except steam machinery, anchors, cables, furniture, cooking utensils, instruments, stores, ordnance and ordnance stores, one ironclad paddle gunboat, to be finished in eleven months from date of contract. In consideration of \$171,000, in six payments. If completed before the stipulated time the United States will pay for each and every month \$1,710 additional, but for delay beyond the time the contractor to allow a deduction for each and every month of \$1,710.

* * * * *

EXTRAS TO CONTRACTS.

The records of the Bureau of Construction and Repair show the following totals paid as extras on the vessels named, to the foregoing contractors:

Mohongo	\$30, 928. 11
Manhattan	195, 351. 83
Mahopac	205, 695. 43
Tecumseh	175, 929. 99

* * * * *

On the *Mohongo* a bill for \$20,928.11 (being a portion of the above-named amount) was approved February 22, 1867, being the full and final payment on all extras, and in full for all demands, was in conformity with the report of a board of officers, Commodore Ringgold, president, dated February 18, 1867, and approved by the Department.

BOARD REPORTS.

A board of naval officers, in August, 1863, awarded as extras the following:

Tecumseh	\$95, 472. 57
Manhattan	95, 472. 57
Mahopac	95, 472. 57

The board of adjudication, Admiral Gregory, in December, 1863, awarded as extras on the—

Tecumseh	\$64, 073. 72
Manhattan	61, 021. 23
Mahopac	60, 807. 75

* * * * *

The Selfridge board, appointed by reason of a resolution of the Senate March 9,

1865, examined claims referred to them, and reported the following amounts as due the contractors on the vessels named:

Tecumseh, Z. & F. Secor	\$119,020.57
Mahopac, Z. & F. Secor	119,020.57
Manhattan, W. Perine, Secor & Co.	119,020.57
Mohongo, Zeno Secor & Co.	113,543.78

The Marchand board, constituted in consequence of an act of Congress approved March 2, 1867, reported on claims submitted to them as follows:

Name of contractor.	Description of work.	Contract price.	Whole increased cost of the work over the contract price, as claimed by the contractors.	Amount of such increased cost caused by the delay and action of the Government as determined by the board to be due.	Amount already paid the contractor over and above the contract price. (Obtained from the bureaus.)
Secor & Co. and Perine, Secor & Co.	River and harbor monitors Manhattan, Tecumseh, and Mahopac	\$1,380,000.00	\$1,236,101.22	\$115,539.01	\$521,195.58
Zeno Secor	Iron double-ender Mohongo.	275,000.00	84,144.13	None.	32,882.28

Memorandum.—By act of Congress, approved July 13, 1868, the Secretary of the Treasury was authorized and directed to pay to Secor & Co. and Perine, Secor & Co. the sum of \$115,539.01 (the amount awarded in the foregoing report of the Commodore Marchand board), which the act referred to states "shall be in full discharge of all claims against the United States on account of the vessels upon which the board made the allowance, as per their report, under the act of March two, eighteen hundred and sixty-seven."

The board of which Commodore Boggs was president awarded to Secor & Co. on the *Tecumseh* and *Mahopac* \$62,665.11, and on the *Manhattan* \$30,451.87, which amounts were ordered paid by the Honorable Secretary of the Navy December 31, 1869.

Special board (Rear-Admiral Ringgold) reported upon the vessels named, upon the dates specified, as follows:

Vessel.	Contractor.	Where built.	Time of award.	Amount claimed.	Amount awarded.	Amount due on final settlement.
Mohongo ..	Zeno Secor.	Jersey City	Feb. 15, 1867	\$40,706.28	\$30,928.11	\$20,928.11

CHANGES AND ALTERATIONS.

In the matter of changes and alterations on the *Tecumseh*, *Manhattan*, and *Mahopac*, the records show that they were commenced in consequence of various experiences in battles, etc., with vessels of similar character on the 9th of October, 1862, and were continued from that date until the time of the appointment of the Admiral Gregory board of adjudication in December, 1863, before whom was brought all extra charges by the contractors, for these various alterations and changes, and upon which the awards, as noted, were made.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
April 25, 1882.